

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CROSSFIT, LLC,

Plaintiff,

v.

ANGEL RODRIGUEZ,

Defendant.

Case No. 5:22-cv-02078-SB-JPR

**ORDER GRANTING STIPULATION
FOR FINAL JUDGMENT AND
PERMANENT INJUNCTION**

This Court, having made the following findings of fact and conclusions of law pursuant to the parties' stipulation:

Plaintiff CrossFit, LLC and Defendant Angel Rodriguez ("Rodriguez") have agreed to entering into the stipulated judgment set forth herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

For the purposes of binding preclusive effect on Rodriguez as to future disputes between Rodriguez on the one hand and CrossFit, LLC on the other hand, Rodriguez admits the following:

- a. CrossFit, LLC is now, and has been at all times since the dates of issuance, the owner of all United States Trademark Registrations where CrossFit, LLC is listed as the owner, including but not limited

1 to Registration Nos. 3,007,458; 4,049,689; 4,053,443; 4,895,992;
2 and 5,045,737 (the “Registrations”) and of all rights thereto and
3 thereunder.

4 b. Rodriguez admits to the validity of the Registrations.

5 2. Rodriguez, and those acting on his behalf, including his agents, servants,
6 employees, independent contractors, companies, and partners (collectively, the
7 “Rodriguez Affiliates”), are permanently enjoined from using the term “CrossFit” and
8 confusingly similar terms (including but not limited to “xfit,” “krossfit,” “cross fitness,”
9 among others) to sell, offer to sell, or otherwise (directly or indirectly) advertise his
10 products and/or services (collectively, the “Injunction”). For example and not by way
11 of limitation, Rodriguez shall not use the term “CrossFit” as a part of any URLs that
12 direct or redirect consumers to any fitness training services and/or related goods. The
13 Rodriguez Affiliates are further permanently enjoined from using any other registered
14 trademarks of CrossFit, LLC and confusingly similar terms, including but not limited
15 to, “Forging Elite Fitness,” “The Sport of Fitness,” “Fittest on Earth,” “CrossFit
16 Games,” and “Keep Fitness Legal.”

17 3. Rodriguez is bound by the Injunction regardless of whether CrossFit, LLC
18 assigns or licenses its intellectual property rights to another for so long as such
19 trademark rights are subsisting, valid, and enforceable. The Injunction inures to the
20 benefit of CrossFit, LLC’s successors, assignees, and licensees.

21 4. The Parties waive any rights to appeal this stipulated judgment, including
22 without limitation the Injunction.

23 5. The clerk is directed to close this case.

24 IT IS SO ORDERED.

25 Dated: December 16, 2022



26 Stanley Blumenfeld, Jr.
27 United States District Judge
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